

AG Contract No. KR00 2028TRN  
ADOT ECS File No. JPA 00-171  
Project: HX101 01C  
Section: B-8 @ Avenue 5.5E Signal

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF YUMA

THIS AGREEMENT is entered into \_\_\_\_\_, 2001, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to design and construct improvements at the intersection of B-8 and Avenue 5 1/2 East, at an estimated cost of \$180,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public. The parties agree that the City will be the lead agency for the construction of the project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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## II. SCOPE

### 1. The City will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Obtain the required State permit for construction of the Project. Incorporate State review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the State on any Project related construction contract modifications, and be responsible for fifty percent of the cost of the Project, in an amount currently estimated at \$90,000.00, and for the City's proportionate share of any Project cost increases. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

c. After bid opening, but prior to the award of a signal Project construction contract, invoice the State for the reasonable direct actual cost of the Project, in an amount currently estimated at \$90,000.00. Upon completion, approve and accept the Project, and provide electrical energy to operate the signal Project, all at City expense.

d. Grant the State a perpetual right of entry to maintain the signal, loop detectors and ancillary equipment.

### 2. The State will:

a. Review the design documents and provide comments.

b. Be responsible for fifty percent of the cost of the Project, in an amount currently estimated at \$90,000.00, and for its proportionate share of any Project cost increases. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. After bid opening, but prior to the award of a signal Project construction contract, pay the City for the reasonable direct actual cost of the State's fifty percent portion of the signal Project, with no profit or fee (except construction administration), in an amount currently estimated at \$90,000.00.

d. Upon completion, provide maintenance to the signal Project, all at State expense.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the transfer of funds, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Yuma  
City Administrator  
180 West First Street  
Yuma, AZ 85364

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF YUMA**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
JOYCE A. WILSON  
City Administrator

By \_\_\_\_\_  
MICHAEL MANTHEY  
State Traffic Engineer

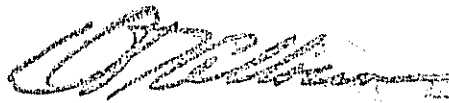
ATTEST

By \_\_\_\_\_  
BRIGITTA STANZ  
City Clerk

RESOLUTION

BE IT RESOLVED on this 24th day of September 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Yuma for the purpose of defining responsibilities for designing and constructing a new signal at B-8 @ Avenue 5.5E in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read 'David R. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF YUMA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

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City Attorney



**ATTORNEY GENERAL**  
**CIVIL DIVISION**  
**TRANSPORTATION SECTION**

**MEMORANDUM**

**TO:** JACK HAMMITT  
Joint Project Administration 616E


**FROM:** SUSAN E. DAVIS  
Assistant Attorney General

**DATE:** October 19, 2000

**RE:** IGA - City of Yuma  
ECS File JPA 00-171  
A.G. No. KR00-2048TRN  
Project: Need TRACS #  
Section: B-8 @ Avenue 5.5E Signal

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This agreement appears to be in proper form and may be circulated for signature.

  
SUSAN E. DAVIS  
Assistant Attorney General

SED:ggt

Att.

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